



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Agreement for Use of Tony Zupo Baseball Field  
by Stockton Ports Baseball Team

**MEETING DATE:** April 21, 1999

**PREPARED BY:** Deputy City Manager

**RECOMMENDATION:** That the City Council approve the attached Agreement for use of Tony Zupo Baseball Field by the Stockton Ports on May 16, 1999; June 16, 1999; and July 21, 1999.

**BACKGROUND INFORMATION:** The Stockton Ports approached the City of Lodi regarding the potential for bringing three season games to Tony Zupo Baseball Field on May 16, 1999; June 16, 1999; and July 21, 1999. This concept was described to the City Council by Ports officials during the February 3, 1999 City Council meeting.

The Ports expressed an interest in making a lasting impression on the community by completing a capital improvement project for Zupo Field. City staff members worked with the Ports to determine the project and selected stadium seating that will replace the existing folding chairs. The Ports will be responsible for fundraising in the community to purchase the seats (approximately \$30,000) and the City will take responsibility for the preparation and installation of the seating. Individual seats can be sponsored for \$100 and include a ticket to the July 21, 1999 game. In addition, the Ports have created special corporate sponsor packages. Also, the Ports, in lieu of a \$500 daily rental fee to the City, will deposit \$2,500 as seed money for the stadium-seating project.

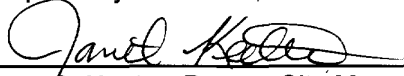
The Ports have graciously offered to donate a game to the "Here's Looking at You 2000" program on June 16, 1999. This game has essentially been sold-out as 4<sup>th</sup> and 5<sup>th</sup> graders, coordinated through the Lodi Unified School District and the Lodi Police Department, will attend the game and pre-game drug awareness festivities.

The Boosters of Boys and Girls Sports (B.O.B.S.) will oversee the concessions and will receive a percentage of revenue as agreed to by the B.O.B.S. and the Ports.

City Staff members are appreciative of the time invested and interest displayed by Ports officials for the Lodi community.

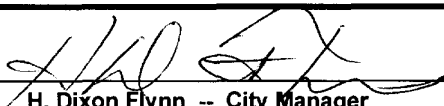
**FUNDING:** None

Respectfully submitted,

  
Janet S. Keeter, Deputy City Manager

cc: Tom Seidler, President of Stockton Ports

**APPROVED:** \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

**AGREEMENT  
FOR USE OF TONY ZUPO BASEBALL FIELD  
BY STOCKTON PORTS BASEBALL TEAM**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 1999, by and between the CITY OF LODI, a municipal corporation ("City"), and STOCKTON PORTS BASEBALL TEAM ("Lessee").

**RECITALS:**

WHEREAS, City is the owner of the Tony Zupo Baseball Field, located in Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Lessee to use said Tony Zupo Baseball Field for several baseball games, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto do hereby agree as follows:

**TERMS AND CONDITIONS:**

**1) PREMISES:**

City grants to Lessee the right to use said Tony Zupo Baseball Field to conduct baseball games, sponsored by Lessee, on May 16, 1999, June 16, 1999 and July 21, 1999 and other additional dates as may be agreed upon by both parties.

**2) CONSIDERATION:**

A. The rental charge for the use of Tony Zupo Baseball Field by Lessee is \$500.00 per day, however, in lieu of the daily rental fee, lessee shall place the sum of \$2,500.00 into a trust account at Bank of Lodi for the benefit of city. This amount shall be used by city for the purchase and installation of new stadium seats at Tony Zupo field. The rental fee includes costs for field preparation prior to each game.

B. Lessee shall be solely responsible for selling game admission tickets pursuant to this agreement and shall have the exclusive right to all revenue generated from the sale of said game admission tickets.

C. Lessee shall be solely responsible for providing ticket takers, ushers and press box personnel.

D. All agreement transactions shall take place at the office of the City of Lodi Finance Department, 212 West Pine Street, Lodi.

**3) CLEANLINESS UPON SURRENDER:**

It is understood that Lessee will return Tony Zupo Baseball Field in as good and clean condition as when received. Lessee to pay Two Hundred Fifty Dollars (\$250.00) for two (2) employees to be present and on duty during the May 16, 1999 and July 21, 1999 games.

**4) CONCESSIONS:**

A. The Boosters of Boys & Girls Sports (BOBS) shall have the sole and exclusive right to all food and beverage concessions, excluding the sale of beer. BOBS shall be solely responsible for the provision of concession food, beverages and for the staffing and operation of the concession operations at the baseball games played under this agreement. Lessee shall have all rights to beer sales, and may enter into a separate agreement with a third party for the provision of beer sales during the time the games are played.

B. The BOB's shall pay Lessee fifty per cent (50%) of all net concession revenue generated by the BOB's (after \$500.00 of concession stand improvements have been paid) at the baseball games played under this agreement. BOB's shall furnish an accounting to "Lessee" of all concession revenue generated by BOB's at the baseball games played under this agreement. This accounting shall be presented to "Lessee" within seven (7) working days after the conclusion of each game played under this lease agreement. Funds will be distributed, as required, within seven (7) working days after the conclusion of each game played under this agreement. Lessee may sell game souvenirs (hats, pennants, balls, etc. ) and game programs. Lessee shall retain all revenue generated from the sale of game souvenirs and programs.

**5) SECURITY:**

Lessee will provide at least one (1) security guard during the games on May 16, 1999 and on July 21, 1999. It is understood that Lessee will provide a game day coordinator that will act as City's main contact.

**6) FACILITIES:**

A. City agrees to provide access to the facilities prior to games at a time of Lessee's choosing. City will provide maintenance personnel as required during the games and until closing.

B. City agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the field in a substantially good order and condition.

C. It is understood that Lessee will furnish and pay for any additional lighting that Lessee may require.

D. City agrees to provide the existing field lighting and locker room, and the Public Address System for use by Lessee for each game.

E. Public parking for each game shall be free of charge.

**7) YOUTH CLINIC:**

A. Lessee shall host a youth clinic at Tony Zupo Baseball Field to be coordinated with City's Parks and Recreation Department.

B. Lessee shall host a "HERE'S LOOKING AT YOU 2000" program at Tony Zupo Baseball Field on June 16, 1999 to be coordinated with City's Police Department.

**8) INSURANCE:**

Lessee is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease or Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference.

Lessee shall furnish the above-mentioned insurance and meet these requirements on or before one (1) month prior to said event (by April 16, 1999) or will be required to purchase City-provided insurance at Lessee's expense.

**9) HOLD HARMLESS:**

Lessee shall save, keep and hold harmless the City of Lodi, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of operations at the baseball games, except those arising out of the exclusive negligence of the City, its officers, agents, employees or volunteers. Such indemnity shall include attorney's fees.

**10) COMPLIANCE WITH LOCAL ORDINANCES:**

Lessee agrees to meet security and traffic requirements as per local codes/ordinances and to contact and clear with the Lodi Chief of Police and Fire Marshal in writing the presence of said baseball games and any restrictions or requirements made by the Police and/or Fire Marshal.

**11) INSPECTION OF FACILITIES:**

Lessee has inspected all of the facilities contained within the Tony Zupo Baseball Field, finds them to be reasonably safe, suitable and sufficient for Lessee's purposes and accepts the condition of same as is.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first herein above mentioned.

CITY OF LODI, a municipal  
corporation

STOCKTON PORTS BASEBALL TEAM

\_\_\_\_\_  
H. DIXON FLYNN  
City Manager

By:\_\_\_\_\_

BOOSTERS OF BOYS AND GIRLS  
SPORTS ("BOBs")

By:\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ALICE REIMCHE  
City Clerk

  
\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney